

supplied all the privileges to which she was entitled, or paid her a full equivalent therefor, and that she had executed to them full acquittances and releases, which enure to the benefit of all said respondents; that they, or those under whom they claim, were purchasers for a full and valuable consideration without notice; Lloyd and Edmondson claiming that the purchase money for the lands held by them, was applied, in whole or in part, to the payment of the debts of Jacob Gibson, deceased, and the said defendants, other than Lloyd, insisting that by the laches of Rebecca Gibson, they have lost the remedy, which they otherwise would have had against Edward R. and Fayette Gibson, by virtue of the general warranty in the deed from Edward to Fayette, under whom the Bank and Owen claim, and in that from Fayette to John W. Blake, under whom Edmondson claims, the said Fayette having become utterly insolvent, and the said Edward having died in like condition and entirely without assets; all these answers assert that no claim had been set up by Rebecca Gibson, until the filing of this bill, and rely upon gross neglect, and laches, lapse of time, and limitations, as full and complete defences thereto.

After the answer of Edmondson, the bill was amended by making Hopkins, the owner of the residue of the land sold by Fayette Gibson to Blake, a party. Said Hopkins, then filed his answer, claiming to be a purchaser for a valuable consideration, without notice, and relying upon the answers of the Bank, Owen, and Edmondson, and adopting them as his own. At the July term, 1847, after the general replication had been entered, and commissions in chief had been issued to Talbot and Anne Arundel counties, the death of the complainant, Rebecca Gibson, was suggested, and upon proper proceedings for that purpose, Samuel Chew, her executor, was admitted complainant in her stead, and the cause revived.

The will of Rebecca Gibson, which was filed in the cause, was duly executed on the 4th of August, 1846, and admitted to probate according to law. By it, after bequeathing to one of her grand-daughters, a negro woman and two children, the testatrix authorizes her executor to compromise with the de-